

## QUITCLAIM DEED AND AGREEMENT

The UNITED STATES OF AMERICA, acting by and through the Administrator of General Services, under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377), as amended, and the Surplus Property Act of 1944 (58 Stat. 765), as amended, and particularly as amended by Public Law 616, 80th Congress, and regulations and orders promulgated thereunder (hereinafter designated "Grantor"), for and in consideration of the sum of Fifteen Thousand Five Hundred Dollars (\$15,500.00) and in further consideration of the continuous use and maintenance of the hereinafter described premises as and for public park and public recreational area purposes, by the CITY OF BREMERTON, a municipal corporation of the State of Washington, (hereinafter designated "Grantee") does hereby convey and quitclaim to Grantee, and to its successors and assigns, all Grantor's right, title and interest in and to the following described property located in Kitsap County, Washington:

Beginning at a concrete monument at the center of Section 12, Township 24 North, Range 1 East, W. M., thence North 89° 00' 48" West 1285.61 feet to a concrete monument and true point of beginning. Thence South 1° 59' 40" West 1970.21 feet to a point on the northerly boundary of State Secondary Highway No. 303; thence along said northerly boundary of State Secondary Highway 303 South 46° 41' 40" East 426.02 feet; thence North 1° 59' 40" East 2256.78 feet; thence North 89° 00' 48" West 320.08 feet to a concrete monument and true point of beginning, containing 15.5 acres more or less.

SUBJECT TO easements granted by the United States of America as follows:

1. Easement for public road purposes to the State of Washington, dated 3 November 1943.
2. Easement for public sidewalks to the State of Washington, dated 20 April 1944.
3. Easement for transmission lines and down guys to Puget Sound Power and Light Company, dated 28 February 1946.
4. Easement for transmission line to Puget Sound Power and Light Company, dated 17 April 1946.
5. Easement for street, roadway and sidewalk purposes to City of Bremerton, dated 23 October 1945.

The Property was duly determined to be surplus to the needs and requirements of the United States of America and was assigned to the General Services Administration for disposal pursuant to authority contained in the Federal Property

and Administrative Services Act of 1949, as amended, and applicable rules, regulations and orders promulgated thereunder.

By the acceptance of this deed Grantee covenants and agrees for itself, and its transferees and assigns, as follows:

1. The Property shall be forever continuously used and maintained as and for public park and public recreational area purposes, in accordance with the approved program of utilization attached hereto as Exhibit "A" and made a part hereof.

2. Biennial reports shall be filed by Grantee with the Secretary of the Interior, or his successor in function, setting forth the use of the Property during the preceding two-year (2-year) period, and other pertinent data establishing the continuous use of said Property for the purposes set forth above.

3. The premises above described shall not be sold, leased, or otherwise disposed of, except to another local governmental agency that the Secretary of the Interior, or his successor in function, is satisfied can assure the continued use and maintenance of the Property for public park and public recreational purposes.

4. In the event there is a breach of any of the conditions and covenants herein contained by Grantee or its transferees or assigns, whether caused by legal inability to perform said conditions and covenants or otherwise, all right, title and interest in and to all of the Property, including tenements, hereditaments and appurtenances, shall revert to and become the property of Grantor at Grantor's election.

5. That (1) the program for or in connection with which this deed is made will be conducted in compliance with, and the Grantee, its successors and assigns will comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of this deed (41 CFR Subpart 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964; (2) this covenant shall be subject in all respects to the provisions of said regulations; (3) the Grantee, its successors and assigns will promptly take and continue to take such action as may be necessary to effectuate this covenant; (4) the United States shall have the right to seek judicial enforcement of this covenant, and (5) the Grantee, its successors and assigns will (a) obtain from each other person

(any legal entity) who, through contractual or other arrangements with the Grantee, its successors or assigns is authorized to provide services or benefits under said program, a written agreement pursuant to which such other person shall, with respect to the services or benefits which he is authorized to provide, undertake for himself the same obligations as those imposed upon the Grantee, its successors and assigns by this covenant, and (b) furnish the original of such agreement to the Secretary of the Interior, or his successor, upon his request therefor. This covenant shall run with the land hereby conveyed, and shall in any event, without regard to technical classification or designation, legal or otherwise, be binding to the fullest extent permitted by law and equity for the benefit of, and in favor of the Grantor and enforceable by the Grantor against the Grantee, its successors and assigns.

It is further provided that this deed is made and accepted upon the following condition subsequent, which shall be binding upon and enforceable against the Grantee, its successors and assigns: The program for or in connection with which this deed is made shall be conducted in compliance with, and the Grantee, its successors and assigns shall comply with and shall require any other person (any legal entity) who through contractual or other arrangements with the Grantee, its successors or assigns is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration as in effect on the date of this deed (41 CFR Subpart 101-8.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, and the Grantee, its successors and assigns shall promptly take and continue to take such action as may be necessary to comply with this condition. In the event of any breach of this condition, regardless of the cause of such breach, all right, title and interest in and to the above described property, in its then existing condition, including all improvements thereon, shall revert to and become the property of the United States upon demand made in writing by the Secretary of the Interior, or his successor in function.

In the event of any reversion under this deed, the United States shall have the immediate right of entry upon said property, and the Grantee, its successors and assigns shall forfeit all right, title and interest in said property and in any and all of the tenements, hereditaments, and appurtenances thereunto belonging, and

shall take such action and execute such documents as may be necessary or required to evidence transfer of title to such property to the United States. The failure of the Secretary of the Interior, or his successor in function, to insist upon complete performance of any condition in any one or more instances shall not be construed as a waiver or relinquishment of future performance thereof, but the obligations of the Grantee, its successors and assigns, with respect to such future performance shall continue in full force and effect.

Grantor shall have the right during the existence of any national emergency declared by the President of the United States of America, or the Congress thereof, (including any existing national emergency) to the full, unrestricted possession, control and use of the Property, or any part thereof, without charge; EXCEPT THAT Grantor shall be responsible during the period of such use, if occurring within a period of twenty (20) years from the date of this conveyance, for the entire cost of maintaining the Property, or any portion thereof, so used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal aid; and if such use is required after the expiration of a period of twenty (20) years from the date of this conveyance, Grantor shall pay a fair rental for the entire portion of the Property so used.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed as of March 4, 1968.

UNITED STATES OF AMERICA  
Acting by and through the  
Administrator of General Services

By W. L. Barnes  
Chief, Real Property Division  
Property Management and Disposal Service



STATE OF WASHINGTON)

) ss

COUNTY OF KING )

On this 22nd day of April 1968, before the

undersigned, a Notary Public in and for the State of Washington, personally appeared

V L Barnes, to me known to be the — Chief, Real

Property Division, Property Management and Disposal Service, General Services

Administration, Region 10, and to me known to be the individual described in and

who executed the foregoing instrument and who under oath stated that he was duly

authorized, empowered and delegated by the Administrator of General Services

to execute the said instrument and acknowledged the foregoing instrument to be his

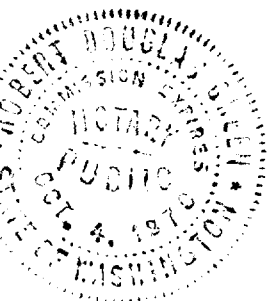
free and voluntary act and deed, acting for and on behalf of the Administrator of

General Services, acting for and on behalf of the United States of America, for

the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my

official seal the day and year in this certificate above written.



Robert Douglas Green  
Notary Public in and for the State of  
Washington, residing at Federal Way

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endent

# Bremerton

## DEPARTMENT OF PARKS AND RECREATION

SHERIDAN PARK • ESsex 3-2571 • BREMERTON, WASHINGTON

LEMENT #1 TO ORIGINAL OFFER TO PURCHASE PROPERTY FOR PUBLIC PARK OR PUBLIC  
EATIONAL PURPOSES, SUBMITTED ON MAY 27, 1966, BY THE CITY OF BREMERTON, WASHINGTON.

General Services Administration  
GSA Center  
Auburn, Washington 98002

July 14, 1967  
N-WASH-3660  
Re: FOUR

ced Exhibit A

### Plan for Park or Recreational Uses.

On the area being applied for will be developed a nature trail system as shown  
ur attached site plan. In addition, picnic areas will be strategically located  
ughout the area adjacent to the trail system. A parking area will be developed  
he west side of the area to accommodate the automobiles of those people using  
area. Restrooms will be provided in an area designated on the site plan which  
located at the beginning of the nature trail's system. During the course of  
lopment water outlets will be provided in places close to the picnic area.

It is hoped that the area can be developed over a period of several years and  
rally provide the citizens of Bremerton with an opportunity to get away from  
noise and rush of the city and enjoy contact with nature.

Incorporated into the City of Bremerton's 6-year capital improvement program  
the following projections for the area:

1967, \$15,500, acquire the property.  
1968, budget \$1,000 to start nature trail and parking lot development.  
1969, \$1,000 to continue nature trail development and establish picnic areas.  
1970, \$1,000, further development of picnic areas and continued trail development.  
1971, \$1,000, continue picnic area and water line development.  
1972, \$4,000, build restroom facilities and extend water lines to all picnic  
area sites.

General maintenance to the area will begin immediately after acquisition and  
ral cleaning up of the area will proceed in an orderly fashion. Volunteers  
l be encouraged to join with Park Department forces to this end.

Attached is a general development plan showing the location of the proposed  
ure trail system, picnic areas, restroom site, and parking area.

That portion of former Navy Eastpark Defense Housing Project, East Bremerton, Washington, listed under GSA Control Number N-Wash.-666-C, identified on the map as Area B, approximately 15.5 acres, more or less. The legal description of the property requested, along with a map of the area, is attached to this application.

EXHIBIT A

PROGRAM OF UTILIZATION

Narrative Statement Outlining Existing Facilities and the Need and Intended Use of the Property Applied for Park Use.

1. Existing Facilities.

The City of Bremerton, whose current population is approximately 39,000, has approximately 166 acres of land designated for park and recreation use which is considerably below the recognized standards for park and recreation areas and municipalities. Included in the 166 acres currently owned and maintained by the City of Bremerton are four areas totaling approximately 11.2 acres which are designated as playgrounds and two areas with a combined acreage of 26.5 acres classified as playfields. In addition, the City has a municipal ball park approximately six acres in size with a permanent seating capacity of 2,250. The above mentioned recreation areas and facilities are augmented by an additional 30 acres of playgrounds and playfields owned by the Bremerton School District and utilized by the City Recreation Department for program purposes through a fine working agreement in regards to joint use of facilities with the School District.

The City of Bremerton currently has four areas designated as parks for a combined acreage of 119.4, one, Ivergreen Park, consisting of five acres of waterfront property in the center of the community. This park is the site of the municipal swimming pool, a large picnic area, rose garden, boat launching ramp, and a battery of 15 lighted horse shoe courts. The park is located in a highly concentrated residential area, and although it takes the brunt of the public use for park purposes, it is entirely inadequate from many standpoints - lack of size and inadequate parking facilities. The second area designated as park is Forest Ridge Park, approximately 20 acres, located in a heavily populated residential area. This park provides picnic areas, nature trails, and an arboreum. The area, although heavily used, is also inadequate in size. A third area, Stevenson Canyon, consisting of approximately 27 acres, is a wooded area, and as yet undeveloped, primarily due to uneven topography involved. The fourth area, commonly known as MAD Park, 54 acres in size, was recently purchased through the General Services Administration and is currently being developed by the Park Department.

2. Suitability.

The area being applied for is a long, narrow strip of land approximately 320 feet by 2,256 feet in size, heavily wooded predominantly with Madrona. The topography is quite irregular and covered with an abundance of native brush and plants. It is located on the East side of Bremerton, an area of tremendous residential growth. We believe that the area will be of great value to the City in the not too distant future from the standpoint of open space. The area to the South and West is experiencing a rapid growth, both in commercial and

EXHIBIT A

residential construction. The areas to the North and East are currently the East-park Navy Housing Project; however, it is anticipated within the next three or four years that this area will become a prime residential area, and we feel that by acquiring the area in question that we will be serving the future needs of the citizens of our community with the park facility that can be utilized for day camping programs, nature trails, and picnic areas, in addition to providing an area that will tend to separate a highly developed commercial area from what we feel will be a first class residential area.

3. Ability to Finance, Operate, and Maintain Property.

The City of Bremerton Park and Recreation Department's operating budget for 1966 is \$125,473.54, slightly below average for cities of comparable size in the State of Washington. In addition to the current operating budget the City of Bremerton in the past two years spent an additional \$48,000 in land acquisition for open space. Within the framework of the current budget the Park Department's year-round staff consists of a superintendent, a recreation director, a park foreman, four maintenance men and groundskeepers, a secretary, and a building attendant. In addition, the Department employs several part-time people to maintain its parks and recreation areas and a staff of 24 part time recreation leaders in its public recreation program. The Department contemplates an increase in its operating budget for the year 1967 in the nature of additional funds for park operation, both from the standpoint of capital outlay and additional employees for park maintenance.

If the acquisition of the property being applied for materializes we will reconstruct existing trails, establish picnic tables where appropriate, and gradually develop the area for public use as a park area.

4. Unrestricted Use.

Unrestricted use is guaranteed under existing City of Bremerton Ordinance #2191, which is an ordinance relating to the care, government, control, supervision, and operation of public parks. The ordinance is known as The Park Code of the City of Bremerton, and provides for the unrestricted use of the city's public parks and playfields by all peoples regardless of nationality, race, sex, creed, and residence within the limitation of the laws of Washington State.

5. Amendments.

The program of utilization may be amended from time to time at the request of either the offeror or the Government, with the written concurrence of the other party, and that such amendments shall be added to and become a part of the original program of utilization.

The name, title, and address of the person whom inquiries concerning the program are to be addressed is as follows:

Andrew Fendergast, Superintendent  
Department of Parks and Recreation  
Box 2016, Sheridan Park Station  
Bremerton, Washington





UNITED STATES  
DEPARTMENT OF THE INTERIOR  
HERITAGE CONSERVATION AND RECREATION SERVICE

(206) 442-4706

SP:N-WASH-66c(1)  
NW100

NORTHWEST REGION  
915 SECOND AVENUE, RM. 990  
SEATTLE, WASHINGTON 98174

NOV 20 1979

The Honorable Glen Jarstad  
Mayor of Bremerton  
239 4th Street  
Bremerton, Washington 98310

Dear Mayor Jarstad:

We are please to advise you that GSA has withdrawn its recommendation that we require the reversion of 0.55 acres of land at the Eastpark Nature Area on which a water reservoir has been constructed. This now means that the revised program of utilization for this property which you submitted in July of 1978, is officially approved. Because of the delay in securing the concurrence of the General Services Administration, the dates indicated in the program of utilization should be adjusted to add a period of time to equal the delay which has been experienced in securing a GSA concurrence.

This amended program of utilization now replaces the original program which was submitted with your application in 1968; future use of the property will be inspected periodically for compliance with this program. Your cooperation in this matter is appreciated.

Sincerely yours,

Maurice H. Lundy  
Regional Director

cc: Raymond E. Foley, Superintendent  
Parks and Recreation Department

Bob Theroux, Grants Administrator



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NORTHWEST REGION  
915 SECOND AVENUE, RM. 990  
SEATTLE, WASHINGTON 98174

NOV 30 1979

Raymond E. Foley, Superintendent  
Parks and Recreation Department  
P.O. Box 2016, Sheridan Park Station  
Bremerton, Washington 98310

Dear Mr. Foley:

Enclosed is the material Mr. Malbon promised to furnish you during the meeting that was held with Mayor Jarstad Wednesday, November 28th regarding the Eastpark Natural Area, a portion of the former Federal Surplus Real Property which at one time had been a portion of the Navy's Eastpark Housing Project. This material all relates to the authority of the Secretary of Defense, under an amendment to the Sikes Act, to authorize programs of public outdoor recreation on military lands. Specifically, material included consists of:

- A. Public Law 90-465 Section 3. This is the basic statute which provides for public outdoor recreation use of military lands. Note that there are two elements. The Secretary of Defense is authorized to carry out (1) a program for the development, enhancement, operation, and maintenance of public outdoor recreation resources on military reservations in accord with (2) a cooperative plan mutually agreed upon by the Secretary of Defense and the Secretary of Interior in consultation with the appropriate state agencies.
- B. Title 16 United States Code Section 670. Section 670c is the codified version of Section 3 of Public Law 90-465. Section 670a through e collectively constitutes the entire Sikes Act, as amended.
- C. Conservation And Outdoor Recreation Programs On Military Reservations - The Sikes Act. This is a narrative description of the evolution of the Sikes Act. We have marked that portion relating to public outdoor recreation.
- D. Department Of Interior Press Release. This is a May 26, 1978 press release on the memorandum of understanding between the Department of Interior and the Department of Defense for implementing the provision of the Sikes Act dealing with outdoor recreation on military lands.

E. Department Of Defense News Release. This a May 26, 1978 press release by the Department of Defense on the same subject.

F. Memorandum Of Understanding Between The Department Of Interior And The Department Of Defense For The Development Of Outdoor Recreation On Military Installations. This memorandum of understanding was signed by both the Secretary of Defense, Harold Brown and the Secretary of Interior, Cecil Andrus. It spells out in some detail procedures for carrying out the provisions of the Sikes Act relating to public outdoor recreation use of military lands.

G. Draft Cooperative Use Plan For The Development, Enhancement, Operation And Maintenance Of Public Outdoor Recreation Resources At A Specific Location. This draft plan is a standard format which can be used where appropriate by completing the blanks.

H. Cooperative Use Agreement For The Operation, Utilization & Maintenance Of Recreation Resources At A Specific Location. This is very similar to the plan describing G above but is meant to be an agreement to carry out the plan. Pragmatically speaking it would appear that G above or H would be sufficient.

We hope this provides enough information to assist you in expediently obtaining an agreement with the Navy to use a portion of the Navy's Eastpark Housing Project. It should negate the necessity for having a license and also overcome any objections which the Navy might have, particularly by Navy officials who may not be familiar with the Sikes Act and all the provisions which have been made to implement it. If you have any questions please do not hesitate to contact us.

Sincerely yours,

/s/ Richard L. Winters

Maurice H. Lundy  
Regional Director

Enclosures

cc: ✓ The Honorable Glen Jarstad  
Mayor of Bremerton w/o enc.

Bob Theroux, Grants Administrator w/o enc.



186  
C. J. P. C.

NOV 6 1979

Honorable Glenn K. Jarstad  
Mayor of Bremerton  
Bremerton, WA 98310

Dear Mayor Jarstad:

On August 8, 1979, my real property staff recommended, as a result of a compliance inspection, that the Heritage Conservation and Recreation Service (HCRS), Department of the Interior, take action to abrogate park and recreation use restrictions on a 0.55 acre portion of the Eastpark Nature Area, Bremerton, Washington, on which a 2,000,000 gallon water reservoir was constructed.

Upon further review of this matter, I understand the city will landscape the property and, except for the land occupied by the reservoir, will put the property to park and recreation use. I understand further that the city constructed the water reservoir with the prior approval of HCRS.

In view thereof, the recommendation to abrogate the use restriction on this property is withdrawn. I have advised Senator Henry M. Jackson, who contacted me on your behalf, and HCRS, accordingly.

I trust this information is helpful.

Sincerely,

PART OF ITEM 2276



UNITED STATES  
DEPARTMENT OF THE INTERIOR  
HERITAGE CONSERVATION AND RECREATION SERVICE

NORTHWEST REGION

915 SECOND AVENUE, RM. 990  
SEATTLE, WASHINGTON 98174

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NOV 30 1979

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Mayor of Bremerton  
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This amended program of utilization now replaces the original program which was submitted with your application in 1968; future use of the property will be inspected periodically for compliance with this program. Your cooperation in this matter is appreciated.

Sincerely yours,

Maurice H. Lundy  
Regional Director

cc: Raymond E. Foley, Superintendent  
Parks and Recreation Department

Bob Theroux, Grants Administrator

*by Richard L. Winters*

*cc: Kathy*

DEC -4 1979

COUNCIL